

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402) 441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 04-130

Lancaster County intends to enter into contract and invites you to submit a sealed bid for:

REMOVAL OF DEAD ANIMALS FROM COUNTY ROADS

MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by Lancaster County, Nebraska on or before 12:00 noon Wednesday, **May 19, 2004** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read aloud in the Conference room located on the First Floor of the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered.

COMMISSIONERS

*DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN*
KERRY EAGAN, Chief Administrative Officer

SEALED BID

SPECIFICATION NO. 04-130

BID OPENING TIME: 12:00 NOON
DATE: Wednesday, May 19, 2004

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned, having full knowledge of the Lancaster County requirements for the listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, materials and equipment in strict accordance with the specifications as prepared by the County as set forth in the following:

REMOVAL OF DEAD ANIMALS

BIDDING SCHEDULE

DESCRIPTION OF SERVICE	EST. QTY.	UNIT	UNIT \$ (Monthly)	TOTAL \$ (x 12 months/year)
1. Regular collections	15 / mo.	X \$____ea	= \$_____	\$_____
2. Special collections	1 / mo.	X \$____ea	= \$_____	\$_____

TOTAL ESTIMATED YEARLY PRICE: \$_____

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

____YES ____NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 04-130**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE

ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

Email: _____

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

BIDDER QUESTIONNAIRE

1. Can you provide regular pickup service within the maximum specified 24 hour period (to begin with notification by the County)? ☐ YES ☐ NO

Indicate your average proposed pickup response time:

2. List the proposed method of disposal of animal carcasses:

- 3.** Do you agree to comply with all State and local Game and Parks and health ordinances?
 ___ YES ___ NO

If "NO", explain: _____

4. List your emergency twenty-four (24) hour contact information:

NAME: _____ TELEPHONE _____

NUMBER: _____

Is this an answering machine or service? ☐ YES ☐ NO

Indicate how you will insure that the service is performed within the maximum allowed period:

5. If you can not be reached immediately at the number listed, do you have a cellular phone or pager that is accessible by Lancaster County? ☐ YES ☐ NO

6. Indicate the vehicle and/or equipment you have that will allow you to perform the removal of large animal carcasses:

NAME (PRINTED OR TYPED)

SIGNATURE

DATE _____

INSTRUCTIONS TO BIDDERS
LANCASTER COUNTY, NEBRASKA
PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration/ erasure on specification document shall be initialed by the bidder. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included with the bid document in a sealed envelope with the bid number and/or description clearly marked on the outside of the envelope.
- 1.3 Each bid must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the bidder; and be signed in ink by the bidder.
- 1.4 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.5 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Bids received after the time and date established for receiving bids will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each bidder agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid is made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. INDEPENDENT PRICE DETERMINATION

- 4.1 By signing and submitting this bid, the bidder certifies that the prices have been arrived at independently without consulting, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. CLARIFICATION OF DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for bid receipt.
- 5.3 Written addenda will be used for interpretations, corrections and changes made to the specification documents
- 5.4 Oral interpretations or changes made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations.

6. ADDENDA

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 6.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

7. BID EVALUATION AND AWARD

- 7.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County contract award notifications, or other contract documents appropriate to the work.
- 7.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 7.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 7.4 Bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deems will best serve their requirements.
- 7.5 The County reserves the right to accept or reject any or all bids, parts of bids; request rebids; waive irregularities and technicalities in bids; or to award the bid on a split-order basis, or lump-sum basis; such as shall best serve the requirements/interests of County.

8. INDEMNIFICATION

- 8.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 8.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 11.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. TERMS OF PAYMENT

- 9.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

10. LAWS

- 10.1 The Laws of the State of Nebraska shall govern rights, obligations, and remedies of Parties under this proposal and agreement reached as a result of this process.

SPECIFICATIONS

REMOVAL OF DEAD ANIMALS FROM COUNTY ROADS

1. **SCOPE OF WORK:** The intent of this bid is to award a contract to the lowest priced responsive, responsible bidder for Dead Animal Collection Services to be provided via a contractual agreement.
2. **TERM OF THE CONTRACT:** The term of the contract will be for one three-year (3) period defined as thirty-six (36) consecutive months from the date of ratification of the contract agreement by the County Board.
 - 2.1.1 The County may choose to offer three (3), one-year renewal options.
 - 2.1.1.1 By mutual consent by both parties it is understood and agreed that the contract may be renewed only at competitive prices and/or at the same conditions governing the original contract.
 - 2.1.1.2 Any request for an increase in price or a change in the contract conditions shall be evaluated by the County and may result in the County deciding not to renew the contract at the end of the current contract period.
3. **TECHNICAL SPECIFICATIONS:**
 - 3.1 Successful Contractor shall remove the carcasses of all deer (average weight range between 150-250 lbs.) which are reported via the County Sheriff's Officer and are within the limits of Lancaster County Nebraska at the "regular" collection fee.
 - 3.2 Contractor shall dispose of the material collected in accordance with the standards set by and in a manner approved by Lancaster County Sheriff, Game and Parks , and Animal Control.
 - 3.2.1 The Capitol City Humane Society will make available to the Contractor their dead animal remains dumpster for disposal of the remains collected.
 - 3.2.1.1 If remains are of such a nature that they are dismembered or in a state of decay, the Society may require bagging and/or coordination of the dumping of remains.
 - 3.3 Contractor shall remove all carcasses within 24 hours maximum of verbal notification by the initial call placed by the Lancaster Sheriff's Office.
 - 3.4 Contractor shall provide a telephone number which will be answered 24 hours a day, seven days a week, to receive notification of collection to be made from designated County Staff.
 - 3.4.1 If the telephone number provided is an answering service, it will be regarded as the initial call by the County.

3.5 "Regular Collection" shall be for all deer reported by the Sheriff's Office and shall be for seven (7) days per week including holidays, and must be picked up within the maximum 24 hour period from the initial call or liquidated damages will prevail.

3.6 "Special Collection" shall be for other animals (i.e., cow, horse, pig, etc.) which may be over 250 lbs.

3.6.1 NOTE: The collection of small animals such as pets including dogs, cats, rabbits, etc. is not a part of this contract.

4. **ESTIMATED QUANTITIES:**

4.1 Quantities set forth in the specification document are approximate and represent the estimated requirements of the County for the contract period.

4.2 The quantities offered for unit price bid extended for total prices shall be used only as a basis for the evaluation of the offers received.

4.2.1 The actual quantity of service necessary may be more or less than the estimates listed on the bidding schedule, but the County shall be neither obligated nor limited to any specified amount.

5. **STATUS OF THE CONTRACTOR:** The Contractor is, for all purposes arising out of this contract, an independent Contractor and shall not be deemed an employee of the County.

5.1 It is expressly understood and agreed that the Contractor shall in no event, as a result of this contract, be entitled to any benefits to which County employees are entitled, including but not limited to overtime, retirement benefits, worker's compensation benefits, and injury or other leave benefits,.employee of the

5. **APPLICABLE LAWS AND REGULATIONS:**

5.1 The Contractor shall, at the Contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

5.2 Be advised of the attached regulations set forth by the Nebraska Game and Parks Commission, Title 163.

6. CONTRACT AND INSURANCE REQUIREMENTS:

- 6.1 Within fourteen (14) calendar days after the award of the bid, the successful bidder must execute a written contract between the bidder and the County, which contract will incorporate the County's specification documents, and be on contract forms provided by the County.
- 6.2 Also within such period, the successful bidder must furnish evidence of insurance in accordance with the attached insurance requirements.

7. CONTRACT ARRANGEMENT:

- 7.1 The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same, without the prior written consent of the County.
- 7.2 If the Contractor refuses or fails to perform the work as stated herein, with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, the County will be entitled to the resulting damages caused by the delay.
 - 7.2.1 Damages will be the cost to the County incurred as a result of continuing the current level and type of service over the cost that would be incurred had the contract work been completed by the time frame stipulated and any other damages suffered by the County.
 - 7.2.2 The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with resulting damage if:
 - 7.2.2.1 The delay in the completing of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to; fires, floods, epidemics, quarantine restrictions, or unusually severe weather.
 - 7.2.2.2 The County's Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in the Officer's judgement, the findings of fact justify such an extension, and the Officer's findings of fact shall be final and conclusive on the parties subject only to appeal as provided by law.
- 7.3 The County Purchasing Agent is the designated Contracting Officer and is the only County official authorized to make any changes to this agreement. The County has designated the following individuals as the Contracting Officer's Technical Representative(s): Officers designated by the Lancaster County Sheriff.
- 7.4 Questions regarding this bid request may be addressed to: Kathy A. Smith, Assistant Purchasing Agent, Phone: (402) 441-8309 FAX: (402) 441-6513

TITLE 163

NEBRASKA GAME AND PARKS COMMISSION

"CHAPTER 6 - WILDLIFE - ROADKILL DEER OR ANTELOPE"

013 Rules related to allowing Nebraska residents to possess deer or antelope that are killed on a roadway by a vehicle. The regulations are developed in accordance with L.B. 34, Eighty-eighth (88) Legislature, First session.

013.01 It shall be unlawful for anyone to possess deer or antelope except in accordance with a hunting permit as provided in sections 37-215, 37-215.02, 37-215.03 and 37-310 and/or under authority of L.B. 34 - Roadkill provisions.

013.01A The following conditions shall apply to a Nebraska resident being allowed to take possession of a roadkill deer or antelope.

- 013.01A1 First choice - Individual involved in the accident
- 013.01A2 Second choice - Public institution
- 013.01A3 Third choice - Non-profit organization
- 013.01A4 Fourth choice - Other individuals

013.01B Any person who accidentally kills a deer or antelope with a motor vehicle may field dress and take possession of the animal at the time of the accident and remove it to his residence. Notification must be given to the Game and Parks Commission within 24 hours of the time the carcass is picked up and must be tagged by a Conservation Officer or other personnel designated by the Conservation Officer within 48 hours of the time of notification. Public institutions may be exempted from permit requirements at the discretion of the Commission. Tagging requirement for a two part tag to be furnished by the Commission shall be as follows:

- 013.01B1 Part 1 - shall include the following and upon the completion shall be mailed to the District Office of the Game and Parks Commission: Name and address of permittee; date; location, date and time of accident; species, sex and age; validation time not to exceed 90 days; use to be made of carcass and hide; name of issuing agent.
- 013.01B2 Part 2 - shall remain attached to the carcass while whole and shall be retained after processing. The following information shall be included: Type of animal (deer or antelope); name, address and signature of permittee; signature of issuing agent; regulations for possession and expiration date not to exceed 90 days.

013.01C It shall be **unlawful to:**

- 013.01C1 Sell or trade any part of the carcass. Deer or antelope meat once wrapped or processed may be given away by a person holding a salvage permit provided a receipt accompanies the meat with the following information: 1. name and address of salvage permit holder, 2. salvage permit number and, 3. expiration date of salvage permit.
- 013.01C2 To possess more than one roadkill carcass at any one time, except that this provision shall not apply to institutions or non-profit organizations.
- 013.01C3 To possess a deer or antelope carcass that bears evidence of being shot.
- 013.01C4 To possess or cut up for preservation deer or antelope prior to obtaining a special salvage permit.

013.01D *Nothing in this section shall hinder authorized personnel from removal or clean-up of dead animals from public roadway.*

NOTE: Any questions or interpretations of these rules and regulations should be addressed to the Nebraska State Game and Parks Commission (402) 471-0641

SAMPLE CONTRACT

LANCASTER COUNTY

FOR

REMOVAL OF DEAD ANIMALS
FROM LANCASTER COUNTY ROADS

SPECIFICATION #04-130

CONTRACTOR: _____

LANCASTER COUNTY

SERVICE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2004, by and between _____, hereinafter referred to as "Contractor", and LANCASTER COUNTY NE., a body corporate and politic, hereinafter referred to as "County".

WHEREAS, the County has full responsibility and control over the maintenance, repair and improvement of all County facilities, property and matters pertaining thereto; and

WHEREAS, from time to time the County's resources are insufficient to perform all necessary or desired maintenance, repair and/or improvement, it is then necessary to acquire additional resources for the purpose of performing the necessary or desired facility or property maintenance, repair and/or improvement.

WHEREAS, it is the purpose of this Contract to provide for the Contractor to perform removal of dead animals from County roadway services for the Lancaster County.

NOW, THEREFORE, WITNESS that:

1. The contractor hereby agrees to perform removal and disposal of dead animals from County roadway services as hereinafter set forth beginning on or about July 1, 2004 and ending on or about June 31, 2007.
 - 1.1 The County may choose to offer three (3) each, one-year (1) renewal options;
 - 1.2 The renewal options shall be as three individual twelve (12) month terms; and
 - 1.3 It is understood they will be by mutual consent by both parties to this agreement;
 - 1.4 The three (3) one-year terms shall be from July 1 through June 30 of the next year for the following years: 1) 2007-8, 2) 2008-9, and 3) final 2009-10.
2. The Contractor shall be paid (Insert prices from Contractors proposal) (as described in the bid specification #04-130 and the Contractor's offer, and they are fully a part of the Contract as if attached hereto or repeated herein.
 - 2.1 Payment will not be made for time spent in travel to or from the collection site and/or the disposal site by the Contractor.
 - 2.3 Some of the work will need to be accomplished during the time period other than normal business hours (during evenings and weekends). All work will be at the collection rate listed above.
 - 2.4 The County agrees to pay no minimum or maximum amount; but rather will pay for service rendered on an as-needed basis, determined by only the County.
 - 2.5 Prices should remain **firm for the first three (3) year term**, and may be adjusted (within reason) annually for the three one-year renewal options.
3. In addition to the collection fee stated above (2.), the Contractor will bill the County for disposal of the carcass at the Bluff Road Landfill. Only the actual Landfill fee will be billed to the County, no mark-up will be added to the landfill charge.

- 3.1 The Contractor agrees to consolidate collection disposal at the Landfill whenever possible to minimize the disposal cost to the County.
 - 3.2 At the present time, Landfill charges are \$ 17.00 Per ton; however, this fee may be reduced to a minimum of \$ 12.75 for small loads (less than one ton), if this occurs the County will pay only the reduced rate charged to this Contractor.
4. The Contractor shall remove all carcasses within 24 hours maximum of verbal notification by the initial call placed by the Lancaster County Sheriff's Office.
5. Services performed by the Contractor shall be written down and submitted to the County Sheriff's Office for payment approval.
 - 5.1 Approved service rates will be submitted weekly for payment by the County.
 - 5.2 Progress on the project, both quality of work and the quantity completed, will be evaluated every ninety (90) days.
6. Contract may be cancelled with thirty (30) days written notice by the County, if the Contractor:
 - 6.1 Refuses or fails to supply enough properly skilled workers or proper materials;
 - 6.2 Fails to make payments to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor;
 - 6.3 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or,
 - 6.4 Otherwise commits a substantial breach of any provision of the Contract Document.
7. This Agreement may not be assigned by the Contractor without the written authorization of the County.
8. The Contractor shall be responsible for all tools, equipment, labor and cleanup require to perform the requested removal of dead animals from County roadways as described in the bid documents #04-130.
9. Contractor is an independent Contractor, and neither the Contractor nor his employees or agents shall be considered for any purpose to be employees of the County.
 - 9.1 The Contractor shall be responsible for providing qualified hauler(s), subject to County approval, for the purpose of executing this contract.
 - 9.2 If, for any reason, the County determines the proposed Contractor's employee(s) is/are unacceptable the Contractor shall not utilize the employee(s) in the performance of this contract.
 - 9.3 The contractor agrees to not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, disability, sex or political affiliation.
10. General Insurance Guidelines: The Contractor shall take out and maintain during the life of this contract the listed required insurance as per the following guidelines.
 - 10.1 All Insurance shall be written on an "Occurrence" basis only.

- 10.2 Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard Accord Certificate of Insurance form showing the specific limits of insurance coverage and list LANCASTER COUNTY as an additional insured.
 - 10.2.1 The certificate(s) must show the time and duration of the policy, including the policy's starting and ending date.
 - 10.2.2 The policy shall insure the County from any and all demands, claims, causes of action, either at law or in equity, resulting from the performance of dead animal removal services.
 - 10.2.3 The Contractor agrees to indemnify and save harmless the County from any and all demands, claims, causes of action, either by law or in equity arising out of performance of removal and disposal of dead animal carcasses services.
 - 10.2.4 All certificates provided are subject to approval by the County Attorney.
- 10.3 All insurance coverage are to be placed with insurers authorized to do business in the State of Nebr. and must have an A.M. Best Rating of no less than A:VII.
- 10.4 Such certificate(s) shall specifically state that insurance policies are to be endorsed to require insurer to provide LANCASTER COUNTY thirty days, notice of cancellation, non-renewal or any material reduction of coverage.

11. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in case of any work sublet, the Contractor shall require the Subcontractor similarly to provide for their employees.

- 11.1 State Statutory
- 11.2 Applicable Federal . . . Statutory
- 11.3 Employer's Liability . . \$100,000

12. General Liability Insurance: The Contractor shall take out and maintain during the life of this contract general liability insurance naming and protecting the County and Contractor against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by either of them. The coverage shall be provided under a Commercial General Liability form of policy. Minimum acceptable limits:

- 12.1 Bodily Injury and Property Damage \$500,000 /Occurrence
(shall be broad form property damage endorsement)
- 12.2 Personal Injury Damage \$500,000/Occurrence
- 12.3 Products Liability & Completed Operations \$500,000/Occurrence
- 12.4 Contractual Liability \$500,000/Occurrence

13. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this contract Automobile Liability Insurance naming and protecting the County and Contractor against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. Minimum acceptable limits:

- 13.1 Bodily Injury and Property Damage \$500,000/Occurrence

Dated this ____ day of _____, 2004.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM:

COUNTY OF LANCASTER, NEBRASKA:

(Deputy Lancaster County Attorney)

(Chairperson, Board of Commissioners)

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

ATTEST:

Address

Secretary (SEAL)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____ Member

By: _____ Member

IF AN INDIVIDUAL:

Name: _____

Address: _____

Signature: _____